



## Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 08183009  
Control 048401023  
Project STP 1802(504)HES etc.  
Highway FM 707 etc.  
County JONES etc.

September 24, 2018

J. H. STRAIN & SONS, INC.  
PO BOX 277  
TYE, TX 79563-0000

Construction Division  
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above.  
You are authorized to begin construction in accordance with the provisions  
of said contract.

Time for completion of the contract will be computed in accordance with  
Item 8.

Your proposal check is being returned according to your instructions or your  
proposal bid bond is released from further liability.

Sincerely,

Jesse A. Lineberger  
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY  
BOND NO. 022053215

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



CONTRACT NO. 08183009

CONTROL 0484-01-023 ETC.

PROJECT STP 1802(504)HES

HIGHWAY FM 707 ETC.

COUNTY JONES ETC.

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**J. H. STRAIN & SONS, INC.**

**for**

**CONSTRUCTION OF 32.443 MILES**

**of**

**FM 707 ETC.**

**in**

**JONES ETC. COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	08183009
CONTROL	0484-01-023 ETC.
PROJECT	STP 1802(504)HES
HIGHWAY	FM 707 ETC.
COUNTY	JONES ETC.

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **J. H. STRAIN & SONS, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **648 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 1802(504)HES , ETC.  
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB  
048401023 1 8 18 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
100	6002		PREPARING ROW STA	1,724.000	75.000	129,300.00
104	6010		REMOVING CONC (RIPRAP) CY	3.000	100.000	300.00
104	6017		REMOVING CONC (DRIVEWAYS) SY	72.000	15.000	1,080.00
106	6001		OBLITERATING ABANDONED ROAD STA	4.510	3,000.000	13,530.00
110	6002		EXCAVATION (CHANNEL) CY	348.000	25.000	8,700.00
112	6001		SUBGRADE WIDENING (ORD COMP) STA	3,443.580	225.000	774,805.50
132	6011		EMBANKMENT (ORIGINAL) (ORD COMP) (TY B) CY	72,154.000	15.600	1,125,602.40
134	6004		BACKFILL (TY A OR B) STA	1,298.000	175.000	227,150.00
164	6002		BROADCAST SEED (PERM) (RURAL) (SANDY) AC	219.500	460.000	100,970.00
164	6012		BROADCAST SEED (TEMP) (COOL) AC	219.500	290.000	63,655.00
168	6001		VEGETATIVE WATERING MG	11,857.950	35.000	415,028.25
216	6001		PROOF ROLLING HR	460.000	75.000	34,500.00
247	6053		FL BS (CMP IN PLC) (TYD GR1-2) (FNAL POS) CY	54,458.000	38.000	2,069,404.00
247	6303		FL BS (CMP IN PLC) (TY D GR-1-2) (9") SY	5,000.000	10.000	50,000.00
275	6001		CEMENT TON	45.000	200.000	9,000.00
275	6087		CEM TRT (MX EXST MTL & NEW BS) (9"-13") SY	5,000.000	4.750	23,750.00
310	6021		PRIME COAT & BLOTTER (MC-30) GAL	78,312.000	5.000	391,560.00
316	6001		ASPH (MULTI OPTION) GAL	84,368.000	4.500	379,656.00
316	6222		AGGR (TY-PB GR-3 SAC-B) CY	1,785.000	105.000	187,425.00
316	6224		AGGR (TY-PB GR-4 SAC-B) CY	3,403.000	105.000	357,315.00

PROJECT: STP 1802(504)HES , ETC.  
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
316	6405		ASPH (AC-20-5TR OR AC-20XP) GAL	140,871.000	4.500	633,919.50
344	6120		SUPERPAVE MIXTURES SP-D SAC-B PG70-22 TON	8,090.000	103.000	833,270.00
354	6002		PLAN & TEXT ASPH CONC PAV(0" TO 2") SY	14,395.000	3.000	43,185.00
400	6012		CUT AND RESTORE PAV (FLEX BASE) SY	49.000	125.000	6,125.00
401	6001		FLOWABLE BACKFILL CY	186.000	275.000	51,150.00
403	6001		TEMPORARY SPL SHORING SF	405.000	100.000	40,500.00
432	6002		RIPRAP (CONC) (5 IN) CY	64.000	650.000	41,600.00
432	6045		RIPRAP (MOW STRIP) (4 IN) CY	103.000	650.000	66,950.00
450	6006		RAIL (TY T223) LF	105.000	120.000	12,600.00
459	6007		GABION MATTRESSES (GALV) (12 IN) SY	282.000	100.000	28,200.00
460	6002		CMP (GAL STL 18 IN) LF	60.000	65.000	3,900.00
460	6003		CMP (GAL STL 24 IN) LF	1,001.000	70.000	70,070.00
460	6004		CMP (GAL STL 30 IN) LF	21.000	100.000	2,100.00
460	6005		CMP (GAL STL 36 IN) LF	68.000	115.000	7,820.00
460	6010		CMP AR (GAL STL DES 3) LF	1,494.000	80.000	119,520.00
460	6011		CMP AR (GAL STL DES 4) LF	598.000	110.000	65,780.00
460	6012		CMP AR (GAL STL DES 5) LF	324.000	150.000	48,600.00
460	6013		CMP AR (GAL STL DES 6) LF	231.000	210.000	48,510.00
462	6014		CONC BOX CULV (7 FT X 3 FT) LF	56.000	1,000.000	56,000.00
462	6016		CONC BOX CULV (7 FT X 5 FT) LF	56.000	1,100.000	61,600.00



PROJECT: STP 1802(504)HES , ETC.  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
462	6049		CONC BOX CULV (4 FT X 4 FT) (EXTEND) LF	128.000	550.000	70,400.00
462	6051		CONC BOX CULV (5 FT X 3 FT) (EXTEND) LF	77.000	575.000	44,275.00
462	6065		CONC BOX CULV (8 FT X 6 FT) (EXTEND) LF	20.000	1,100.000	22,000.00
464	6005		RC PIPE (CL III) (24 IN) LF	85.000	180.000	15,300.00
466	6101		HEADWALL (CH - PW - 0) (DIA= 36 IN) EA	2.000	7,500.000	15,000.00
466	6110		HEADWALL (CH - PW - A - 0) (DES= 3) EA	2.000	4,200.000	8,400.00
466	6113		HEADWALL (CH - PW - A - 0) (DES= 6) EA	4.000	9,100.000	36,400.00
466	6119		HEADWALL (CH - PW - A - S) (DES= 3) EA	2.000	4,400.000	8,800.00
466	6120		HEADWALL (CH - PW - A - S) (DES= 4) EA	2.000	5,000.000	10,000.00
466	6143		WINGWALL (FW - 0) (HW=11 FT) EA	2.000	13,000.000	26,000.00
466	6155		WINGWALL (FW - 0) (HW=8 FT) EA	2.000	12,000.000	24,000.00
466	6194		WINGWALL (PW - 2) (HW=5 FT) EA	8.000	10,000.000	80,000.00
466	6195		WINGWALL (PW - 2) (HW=6 FT) EA	2.000	12,000.000	24,000.00
466	6196		WINGWALL (PW - 2) (HW=7 FT) EA	2.000	14,000.000	28,000.00
467	6343		SET (TY II) (18 IN) (CMP) (3: 1) (C) EA	8.000	1,000.000	8,000.00
467	6375		SET (TY II) (24 IN) (CMP) (3: 1) (C) EA	4.000	1,200.000	4,800.00
467	6380		SET (TY II) (24 IN) (CMP) (6: 1) (P) EA	64.000	1,500.000	96,000.00
467	6388		SET (TY II) (24 IN) (RCP) (3: 1) (C) EA	28.000	1,800.000	50,400.00
467	6406		SET (TY II) (30 IN) (CMP) (3: 1) (C) EA	2.000	1,800.000	3,600.00
467	6439		SET (TY II) (36 IN) (CMP) (3: 1) (C) EA	10.000	2,000.000	20,000.00

PROJECT: STP 1802(504)HES , ETC.  
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
467	6532		SET (TY II) (DES 3) (CMP) (3: 1) (C) EA	74.000	1,800.000	133,200.00
467	6537		SET (TY II) (DES 3) (CMP) (6: 1) (P) EA	76.000	1,700.000	129,200.00
467	6546		SET (TY II) (DES 4) (CMP) (3: 1) (C) EA	26.000	2,000.000	52,000.00
467	6551		SET (TY II) (DES 4) (CMP) (6: 1) (P) EA	24.000	2,800.000	67,200.00
467	6556		SET (TY II) (DES 5) (CMP) (3: 1) (C) EA	10.000	2,500.000	25,000.00
467	6560		SET (TY II) (DES 5) (CMP) (6: 1) (P) EA	16.000	3,500.000	56,000.00
467	6563		SET (TY II) (DES 6) (CMP) (3: 1) (C) EA	6.000	2,000.000	12,000.00
476	6082		JACK BOR TUN BOX CULV (7 FT X 3 FT) LF	60.000	1,800.000	108,000.00
476	6084		JACK BOR TUN BOX CULV (7 FT X 5 FT) LF	60.000	2,600.000	156,000.00
476	6090		JACK BOR TUN BOX CULV (8 FT X 7 FT) LF	72.000	3,000.000	216,000.00
496	6007		REMOV STR (PIPE) LF	3,072.000	20.000	61,440.00
496	6018		REMOVE STR (CONC) EA	3.000	6,500.000	19,500.00
500	6001		MOBILIZATION LS	1.000	1,250,000.000	1,250,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	36.000	2,700.000	97,200.00
506	6002	004	ROCK FILTER DAMS (INSTALL) (TY 2) LF	1,260.000	25.000	31,500.00
506	6011	004	ROCK FILTER DAMS (REMOVE) LF	1,260.000	10.000	12,600.00
506	6020	004	CONSTRUCTION EXITS (INSTALL) (TY 1) SY	2,003.000	10.000	20,030.00
506	6024	004	CONSTRUCTION EXITS (REMOVE) SY	2,003.000	5.000	10,015.00
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF	52,052.000	3.500	182,182.00
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF	52,052.000	1.500	78,078.00

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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
506	6041	004	BIODEG EROSN CONT LOGS (INSTL) (12") LF	13,330.000	5.000	66,650.00
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE) LF	13,330.000	1.000	13,330.00
512	6025		PORT CTB (MOVE) (SGL SLP) (TY 1) LF	3,000.000	15.000	45,000.00
512	6037		PORT CTB (STKPL) (SGL SLP) (TY 1) LF	600.000	35.000	21,000.00
512	6049		PORT CTB (REMOVE) (SGL SLP) (TY 1) LF	600.000	35.000	21,000.00
530	6003		INTERSECTIONS (SURF TREAT) SY	623.000	20.000	12,460.00
530	6006		DRIVEWAYS (SURF TREAT) SY	31,992.000	20.000	639,840.00
530	6009		TURNOUTS (SURF TREAT) SY	2,249.000	20.000	44,980.00
540	6001		MTL W-BEAM GD FEN (TIM POST) LF	325.000	23.000	7,475.00
540	6002		MTL W-BEAM GD FEN (STEEL POST) LF	250.000	40.000	10,000.00
540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM) EA	12.000	2,125.000	25,500.00
540	6014		SHORT RADIUS LF	25.000	30.000	750.00
542	6001		REMOVE METAL BEAM GUARD FENCE LF	125.000	2.250	281.25
542	6002		REMOVE TERMINAL ANCHOR SECTION EA	6.000	225.000	1,350.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA	22.000	3,000.000	66,000.00
560	6011		MAILBOX INSTALL-S (TWW-POST) TY 4 EA	127.000	225.000	28,575.00
560	6012		MAILBOX INSTALL-D (TWW-POST) TY 4 EA	11.000	315.000	3,465.00
560	6013		MAILBOX INSTALL-M (TWW-POST) TY 4 EA	12.000	530.000	6,360.00
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) EA	244.000	390.000	95,160.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA	18.000	490.000	8,820.00

PROJECT: STP 1802(504)HES , ETC.  
COUNTY : JONES

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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
644	6007		IN SM RD SN SUP&AM TY10BWG(1) SA(U) EA	4.000	530.000	2,120.00
644	6030		IN SM RD SN SUP&AM TYS80(1) SA(T) EA	8.000	735.000	5,880.00
644	6033		IN SM RD SN SUP&AM TYS80(1) SA(U) EA	1.000	670.000	670.00
644	6060		IN SM RD SN SUP&AM TYTWT(1) WS(P) EA	21.000	250.000	5,250.00
644	6076		REMOVE SM RD SN SUP&AM EA	278.000	50.000	13,900.00
658	6008		INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2(BI) EA	72.000	28.000	2,016.00
658	6014		INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI) EA	30.000	22.000	660.00
658	6047		INSTL OM ASSM (OM-2Y)(WC)GND EA	112.000	60.000	6,720.00
658	6060		REMOVE DELIN & OBJECT MARKER ASSMS EA	142.000	10.000	1,420.00
662	6032		WK ZN PAV MRK NON-REMOV (Y)4"(BRK) LF	22,020.000	.350	7,707.00
662	6034		WK ZN PAV MRK NON-REMOV (Y)4"(SLD) LF	64,944.000	.330	21,431.52
662	6111		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 EA	7,591.000	2.000	15,182.00
666	6006	007	REFL PAV MRK TY I (W)4"(DOT)(100MIL) LF	105.000	1.100	115.50
666	6048	007	REFL PAV MRK TY I (W)24"(SLD)(100MIL) LF	1,073.000	13.200	14,163.60
666	6342	007	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL) LF	339,420.000	.770	261,353.40
666	6344	007	REF PROF PAV MRK TY I(Y)4"(BRK)(100MIL) LF	35,270.000	1.050	37,033.50
666	6345	007	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL) LF	108,294.000	.770	83,386.38
672	6009		REFL PAV MRKR TY II-A-A EA	3,097.000	3.100	9,600.70
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA	8.000	15,000.000	120,000.00
6056	6002		PREFORMED CENTERLINE RUMBLE STRIP LF	9,875.000	4.500	44,437.50

PROJECT: STP 1802(504)HES , ETC.  
COUNTY : JONES

CCSJ      BIDDER      DATE DIV JOB  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
6185	6002	001	TMA (STATIONARY) DAY	544.000	250.000	136,000.00
6185	6005	001	TMA (MOBILE OPERATION) DAY	20.000	500.000	10,000.00
TOTAL						13,833,694.00

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CONTRACT NO. 08183009  
COUNTY JONES ETC.

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  Date 9/24/18  
Fm GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

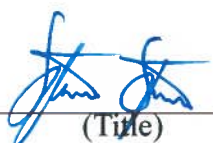
  
(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR  
Party of the Second Part

J. H. STRAIN & SONS, INC.

By:  President 9.17.18  
(Title) (Date)

By: \_\_\_\_\_  
(Title) (Date)

By: \_\_\_\_\_  
(Title) (Date)

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# PERFORMANCE BOND

CONTRACT NO. 08183009

COUNTY JONES ETC.

BOND NO. 022053215

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **J. H. STRAIN & SONS, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **thirteen million eight hundred thirty-three thousand six hundred ninety-four and 00/100 Dollars ( \$13,833,694.00)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 18<sup>th</sup> day of September, 2018.

**J. H. STRAIN & SONS, INC.**

  
CONTRACTOR

\*By: President  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

Liberty Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By: Courtney J. Goulding  
Courtney J. Goulding (Title) Attorney-in-Fact

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 08183009

COUNTY JONES ETC.

BOND NO. 022053215

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **J. H. STRAIN & SONS, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **thirteen million eight hundred thirty-three thousand six hundred ninety-four and 00/100 Dollars ( \$13,833,694.00)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 18<sup>th</sup> day of September, 20 18.

**J. H. STRAIN & SONS, INC.**

  
CONTRACTOR

\*By: President  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

Liberty Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By: Courtney J. Goulding  
Courtney J. Goulding (Title) Attorney-in-Fact

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7665108

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Courtney J. Goulding; Cynthia Giesen; Douglas J. Wealty; Wesley M. Pitts; William E. Gellhausen, III

all of the city of AUSTIN, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 13th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of September, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary





## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

